

State of New Hampshire

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Local 1984 SEIU, SEA
Seabrook Employees Association

Complainant

v.

Town of Seabrook

Respondent

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Case No. M-0591-32

Decision No. 2001-093

PRE-HEARING DECISION and ORDER

BACKGROUND

Local 1984 SEIU, Seabrook Employees Association ("Union") filed an unfair labor practice charge on August 16, 2001 pursuant to RSA 273-A:5 I (e) alleging that the Town of Seabrook ("Town") and its agents failed to negotiate in good faith with the exclusive representative of the bargaining unit in failing to conclude negotiations regarding certain clothing allowances to persons employed as clerks.

The Town answers by denying that it withdrew a bargaining position made to the union but admitting that it directed a letter to the Union President that incorporated the Town's intended position regarding a clothing allowance.

The Union requests relief in the form of a cease and desist order against the Town action of negotiating with a specific employee and ordering the Town to negotiate the clothing allowance cost item with the exclusive representative of the bargaining unit. For its part, the Town seeks a dismissal of the Union's complaint and reserves its right to file a Motion to Dismiss on the grounds that this matter involves the interpretation of a contract provision and not a statutory violation and therefore should be referred to arbitration. It also seeks an award of reasonable attorneys' fees and costs necessary to its defense of this complaint.

PARTICIPATING REPRESENTATIVES

For the Complainant: Brian Mitchell, Negotiator and Field Representative II
Cora Stockbridge, President, Seabrook Employees Association

For the Respondent: Robert D. Ciandella, Esquire

PRIMARY ISSUE FOR DETERMINATION BY THE BOARD

1. Whether or not the Town committed an unfair labor practice by the manner or method by which it provided a clothing allowance for certain clerks employed by the Town in violation of RSA273-A:5, I(e).

WITNESSES

For the Complainant:

1. Cora Stockbridge, President, Seabrook Employees Association
2. Blanch Grove-Bragg, Vice-President and former President, Seabrook Employees Association

For the Respondent:

1. E. Russell Bailey, Town Manager

Both parties reserve the right to amend their List of Witnesses in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order, or upon proper showing, later reasonable notice to the other party. It is understood that each party may rely on the representations of the other party that witnesses appearing on their respective list will be available at the hearing.

EXHIBITS

Joint Exhibits:

1. Collective Bargaining Agreement, effective 1/18/89 through 3/31/91
2. Current Collective Bargaining Agreement, effective 4/20/01 through 3/31/02

For the Complainant:

1. Letter Stockbridge to Knowles, dated 5/7/01
2. Letter Stockbridge to Bailey, dated 5/7/01
3. Letter Stockbridge to Bailey, dated 5/17/01
4. Letter Bailey to Stockbridge, dated 6/1/01
5. Letter Stockbridge to Bailey, dated 6/1/01

6. Town of Seabrook check "stub" to Walmart, dated 2/21/01
7. Invoice indicating a request for payment of \$152.70, dated 1/16/01

For the Respondent:

1. Correspondence between the Union and the Town
(to be identified and copies presented by counsel)

Both parties reserve the right to amend their List of Exhibits in conformity with the schedule contained in the DECISION SECTION appearing at the conclusion of this order or, upon proper showing, later reasonable notice to the other party. Copies of all exhibits are to be submitted to the presiding officer in accordance with Pub 203.02. It is to be understood by the parties that each party may rely on the representations of the other that the exhibits listed above will be available at hearing.

LENGTH OF HEARING

This matter has been consolidated with Case No. M-0591-33 for purposes of the evidentiary hearing only. The time being set aside for the combined hearing is one day. If either party believes additional time is required, written notice of the need for additional time shall be filed with the PELRB no later than ten (10) days from the date of this Order.

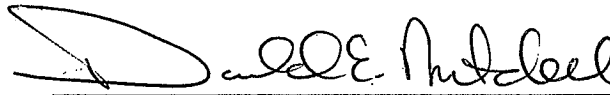
DECISION AND PRE-HEARING ORDER

1. The Town shall identify any and all correspondence for the Union that it intends to introduce at the hearing no later than ten (10) days from the date of this order. Each party shall provide to the other party copies of any such correspondence in its control or custody that it intends to use at the hearing.
2. The party representatives shall exchange their final Witness and Exhibit lists and each shall forward a copy of their respective list to the PELRB no later than five (5) days prior to the date of hearing.
3. The party representatives shall meet, or otherwise arrange, to pre-mark for identification purposes, and exchange copies of their respective proposed exhibits, excepting those singularly required for impeachment purposes, prior to the scheduled hearing. Such exhibits shall be produced in sufficient number at the hearing as required by Pub 203.02.
4. Any preliminary, procedural or dispositive motions and supportive memoranda of law shall be filed by the parties with the PELRB no later than October 5, 2001 and delivered conventionally or electronically, by fax or e-mail, on that same date to the opposing party. The opposing party shall file any responsive pleadings and their own memoranda of law no later than ten (10) days from the receipt of the other's motion

or pleading and likewise expediently deliver a copy of same to the other party on that same day.

Unless otherwise ordered as a result of the filing of any subsequent motion, an evidentiary hearing between the parties is **scheduled to be conducted at the Office of the Public Employee Labor Relations Board on November 8, 2001 beginning at 9:30 A.M.**

Signed this 25th day of September, 2001.

A handwritten signature in dark ink, appearing to read "Donald E. Mitchell", is written over a horizontal line.

Donald E. Mitchell, Esq.
Hearing Officer